

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

RAUL ARMENTA ANASTACIO,

Plaintiff,

– against –

EPHESUS CORP., *d/b/a* SEVEN HILLS
MEDITERRANEAN GRILL, and YONCA E.
ERDICK,

Defendants.

ORDER

19 Civ. 9745 (ER)

RAMOS, D.J.:

Raul Armenta Anastacio brought this action on October 22, 2019 pursuant to the Fair Labor Standards Act (“FLSA”) and related provisions of New York Labor Law (“NYLL”), alleging that Defendants owe him unpaid wages, overtime compensation, spread of hours pay and damages for wage notice violations. *See* Compl., Doc. 1. On May 6, 2021, the parties submitted a proposed settlement agreement. Doc. 29. In an order dated May 11, 2021, the Court instructed the parties to submit records showing a basis for Plaintiff’s estimated range of recovery of \$12-20,000. Doc. 30 at 2. However, the Court found that if this estimated range of recovery was supported, the proposed settlement agreement would otherwise be fair and reasonable and would be approved by the Court. *Id.* at 4.

In a submission dated May 18, 2021, the parties submitted a spreadsheet showing estimated damages calculations over the employment period of November 2018 through October 2019. Doc. 31-1. The spreadsheet, which the parties note reflects preliminary calculations, shows an estimate of \$2,457 owed in minimum wages, \$12,004 owed in overtime compensation, and \$4,392 owed in spread of hours pay based on the Plaintiffs’ estimated hours worked and minimum wage rates during the relevant period. The Court finds that this is adequate

documentation of the estimated range of recovery. *See Narvaez v. Black Label Salon 25 Corp.*, No. 20 Civ. 4465 (ER), 2021 WL 1131482, at *1 (S.D.N.Y. Feb. 2, 2021) (approving settlement when Plaintiff submitted a spreadsheet showing the estimated amounts by which she was underpaid each week based on her hours worked and contemporaneous minimum wage and overtime rates, as well as statutory damages); *cf. Guinea v. Garrido Food Corp.*, No. 19 Civ. 5860 (BMC), 2020 WL 136643, at *2 (E.D.N.Y. Jan. 13, 2020) (declining to hold a damages inquest in FLSA action because plaintiff's "attorney had created a spreadsheet showing each element of damages recoverable, taking into account the different minimum wage levels throughout the employment period and plaintiff's varying hours and wages.").

The Court therefore finds the proposed settlement fair and reasonable and approves the settlement. Pursuant to the settlement agreement, the parties are instructed to submit a stipulation and order of dismissal with prejudice upon payment of the settlement amount, and in no event later than June 21, 2021.

It is SO ORDERED.

Dated: May 21, 2021
New York, New York



EDGARDO RAMOS, U.S.D.J.